

1 **The Honorable Barbara J. Rothstein**

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8 UNITED STATES DISTRICT COURT  
9 WESTERN DISTRICT OF WASHINGTON  
10 AT SEATTLE

11 ABDUL MANSOUR and JULIA MANSOUR,  
12 husband and wife,

13 Plaintiffs,

14 vs.

15 BRITISH AIRWAYS, PLC, a Foreign  
16 Corporation; HUNTLEIGH USA, Corporation,

17 Defendants.

No. 2:18-cv-01757-BJR

**STIPULATED PROTECTIVE ORDER**

18 **1. PURPOSES AND LIMITATIONS**

19 Discovery in this action will involve production of confidential, proprietary, or  
20 private information for which special protection may be warranted. Accordingly, the  
21 parties hereby stipulate to and petition this Court to enter the following Stipulated  
22 Protective Order. The parties acknowledge that this agreement is consistent with LCR  
23 26(c). It does not confer blanket protection on all disclosures or responses to discovery.  
24 The protection it affords from public disclosure and use extends only to the limited  
25 information or items that are entitled to confidential treatment under the applicable legal  
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**STIPULATED PROTECTIVE  
ORDER - 1 [2:18-cv-01757-BJR]**  
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1 principles, and it does not presumptively entitle parties to file confidential information  
2 under seal.

## 3 **2. "CONFIDENTIAL" MATERIAL**

4 "Confidential" material shall include, but not necessarily be limited to, the  
5 following documents and tangible things produced or otherwise exchanged: Any  
6 information, material or document a person or entity in good faith believes constitutes or  
7 reveals (1) a trade secret or other confidential research, development, financial,  
8 proprietary, or commercial information, (2) a person's medical records, (3) a person's  
9 confidential employment records, (4) any information copied or extracted from  
10 confidential material; (5) all copies, excerpts, summaries, or compilations of confidential  
11 material; and (6) any testimony, conversations, or presentations by parties or their counsel  
12 that might reveal confidential material. However, the protections conferred by this  
13 agreement do not cover information that is in the public domain or becomes part of the  
14 public domain through trial or otherwise.  
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## 16 **3. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

17 3.1 Basic Principles. A receiving party may use confidential material that is  
18 disclosed or produced by another party or by a non-party in connection with this case only  
19 for prosecuting, defending, or attempting to settle this litigation. Confidential material may  
20 be disclosed only to the categories of persons and under the conditions described in this  
21 agreement. Confidential material must be stored and maintained by a receiving party at a  
22 location and in a secure manner that ensures that access is limited to the persons authorized  
23 under this agreement.  
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1           3.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the designating party, a receiving party may  
3 disclose any confidential material only to:

- 4                   (a)    the receiving party's counsel of record in this action, as well as  
5                   employees and independent contractor attorneys and office staff of  
6                   counsel to whom it is reasonably necessary to disclose the  
7                   information for this litigation;
- 8                   (b)    the officers, directors, and employees (including in-house counsel)  
9                   of the receiving party to whom disclosure is reasonably necessary  
10                  for this litigation, unless the parties agree that a particular document  
11                  or material produced is for Attorney's Eyes Only and is so  
12                  designated;
- 13                  (c)    experts and consultants to whom disclosure is reasonably necessary  
14                  for this litigation and who have signed the "Acknowledgment and  
15                  Agreement to Be Bound" (Exhibit A);
- 16                  (d)    the court, court personnel, and court reporters and their staff;
- 17                  (e)    copy or imaging services retained by counsel to assist in the  
18                  duplication of confidential material, provided that counsel for the  
19                  party retaining the copy or imaging service instructs the service not  
20                  to disclose any confidential material to third parties and to  
21                  immediately return all originals and copies of any confidential  
22                  material;
- 23                  (f)    during their depositions, witnesses in the action to whom disclosure  
24                  is reasonably necessary and who have signed the "Acknowledgment  
25                  and Agreement to Be Bound" (Exhibit A), unless otherwise agreed  
26                  by the designating party or ordered by the court. Pages of  
27                  transcribed deposition testimony or exhibits to depositions that  
28                  reveal confidential material must be separately bound by the court  
29                  reporter and may not be disclosed to anyone except as permitted  
30                  under this agreement;
- 31                  (g)    the author or recipient of a document containing the information or a  
32                  custodian or other person who otherwise possessed or knew the  
33                  information.

34           3.3    Filing Confidential Material. Before filing confidential material or

1 discussing or referencing such material in court filings, the filing party shall confer with  
2 the designating party to determine whether the designating party will remove the  
3 confidential designation, whether the document can be redacted, or whether a motion to  
4 seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the  
5 procedures that must be followed and the standards that will be applied when a party seeks  
6 permission from the court to file material under seal.  
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#### 8 **4. DESIGNATING PROTECTED MATERIAL**

9 4.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
10 party or non-party that designates information or items for protection under this agreement  
11 must take care to limit any such designation to specific material that qualifies under the  
12 appropriate standards. The designating party must designate for protection only those parts  
13 of material, documents, items, or oral or written communications that qualify, so that other  
14 portions of the material, documents (including, but not limited to, answers to  
15 interrogatories), items, or communications for which protection is not warranted are not  
16 swept unjustifiably within the ambit of this agreement.  
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18 4.2 Manner and Timing of Designations. Except as otherwise provided in this  
19 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
20 or ordered, disclosure or discovery material that qualifies for protection under this  
21 agreement must be clearly so designated before or when the material is disclosed or  
22 produced. In addition, the following documents produced by Defendants shall be  
23 considered confidential under the terms of this Protective Order:  
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27 (a) Information in documentary form: (e.g., paper or electronic  
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documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that contains confidential material. If only a portion or portions of the material on a page qualifies for protection, the producing party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) Testimony given in deposition or in other pretrial or trial proceedings: the parties must identify on the record, during the deposition, hearing, or other proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. Any party or non-party may, within fifteen days after receiving a deposition transcript, designate portions of the transcript, or exhibits thereto, as confidential.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

## 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality designation by electing not to mount

1 a challenge promptly after the original designation is disclosed.

2 5.2 Meet and Confer. The parties must make every attempt to resolve any  
3 dispute regarding confidential designations without court involvement. Any motion  
4 regarding confidential designations or for a protective order must include a certification, in  
5 the motion or in a declaration or affidavit, that the movant has engaged in a good faith  
6 meet and confer conference with other affected parties in an effort to resolve the dispute  
7 without court action. The certification must list the date, manner, and participants to the  
8 conference. A good faith effort to confer requires a face-to-face meeting or a telephone  
9 conference.  
10

11 5.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
12 intervention, the designating party may file and serve a motion to retain confidentiality  
13 under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The  
14 burden of persuasion in any such motion shall be on the designating party. Frivolous  
15 challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
16 expenses and burdens on other parties) may expose the challenging party to sanctions. All  
17 parties shall continue to maintain the material in question as confidential until the court  
18 rules on the challenge.  
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21 **6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
22 **OTHER LITIGATION**

23 If a party is served with a subpoena or a court order issued in other litigation that  
24 compels disclosure of any information or items designated in this action as  
25 “CONFIDENTIAL,” that party must:  
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27 (a) promptly notify the designating party in writing and include a copy of the  
28

1 subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to  
3 issue in the other litigation that some or all of the material covered by the  
4 subpoena or order is subject to this agreement. Such notification shall  
include a copy of this agreement; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
6 the designating party whose confidential material may be affected.

7 **7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
9 confidential material to any person or in any circumstance not authorized under this  
10 agreement, the receiving party must immediately: (a) notify in writing the designating  
11 party of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized  
12 copies of the protected material; (c) inform the person or persons to whom unauthorized  
13 disclosures were made of all the terms of this agreement; and (d) request that such person  
14 or persons execute the "Acknowledgment and Agreement to Be Bound" that is attached  
15 hereto as Exhibit A.  
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17  
18 **8. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
19 PROTECTED MATERIAL**

20 When a producing party gives notice to receiving parties that certain inadvertently  
21 produced material is subject to a claim of privilege or other protection, the obligations of  
22 the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
23 This provision is not intended to modify whatever procedure may be established in an e-  
24 discovery order or agreement that provides for production without prior privilege review.  
25

26 Parties shall confer on an appropriate non-waiver order under Fed. R. Evid. 502.  
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1     **9.     NON-TERMINATION AND RETURN OF DOCUMENTS**

2             Within 60 days after the termination of this action, including all appeals, each  
3 receiving party must return all confidential material to the producing party, including all  
4 copies, extracts and summaries thereof. Alternatively, the parties may agree upon  
5 appropriate methods of destruction. Counsel for the parties may retain copies of such  
6 documents until the expiration of all statutes of limitations for all claims that might be  
7 brought upon the facts of this case or upon the litigation itself including malpractice  
8 claims.  
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10             Notwithstanding this provision, counsel are entitled to retain one archival copy of  
11 all documents filed with the court, trial, deposition, and hearing transcripts,  
12 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
13 consultant and expert work product, even if such materials contain confidential material.  
14

15             The confidentiality obligations imposed by this agreement shall remain in effect  
16 until a designating party agrees otherwise in writing or a court orders otherwise.  
17

18             IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19                                     ***E-signature authorized via email***

20     DATED: September 30, 2019

21                     /s/ Franklin L. Smith  
22                     Franklin L. Smith, WSBA # 14527  
23                     Law Offices of Franklin L. Smith  
24                     2025 First Avenue, Suite 1200  
25                     Seattle, WA 98121  
26                     Telephone: (206) 464-1911  
27                     Facsimile: (206) 464-1811  
28                     Email: [frank@flyonsmith.com](mailto:frank@flyonsmith.com)  
                      Attorney for Plaintiffs



1 DATED: September 30, 2019

/s/ Mark S. Northcraft

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Northcraft Bigby PC

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E-mail: [mark\\_northcraft@northcraft.com](mailto:mark_northcraft@northcraft.com)

*Attorney for Defendants*

8 PURSUANT TO STIPULATION, IT IS SO ORDERED.

9 DATED: 10/2/19

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12 HONORABLE BARBARA J. ROTHSTEIN

13 United States District Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Western  
District of Washington on \_\_\_\_\_, 2019, in the case of *Mansour, et al.*  
*v. British Airways, PLC, et al.*, Cause No. 2:18-cv-01757-BJR. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Western District of Washington for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after termination  
of this action.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City and State Where Sworn and Signed)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)